

# CHINA

THE

# MAIL.

Established February, 1845.

With which is incorporated The "Hongkong Evening Mail and Shipping List." Published every Evening.

VOL. XXXIII. No. 4450. 故四月十年七七百八千英

HONGKONG, THURSDAY, OCTOBER 4, 1877.

八月八日

PRICE, \$24 PER ANNUM.

AGENTS FOR THE CHINA MAIL.

LONDON.—P. AGAR, 8, Clement's Lane, Lombard Street, GEORGE STREET, 30, Cornhill, GORDON & GORON, Ludgate Circus, E. C. BATES, BENTY & CO., 4, Old Jewry, E. C. SAMUEL DRACON & CO., 160 & 165, Leadenhall Street, NEW YORK.—ANDREW WIND, 183, Nassau Street.

AUSTRALIA, TASMANIA, AND NEW ZEALAND.—GOLSON & GOWE, Melbourne and Sydney.

SAN FRANCISCO and American Ports generally.—BEAN & BLACK, San Francisco.

CHINA.—SWATOW, QUENCH & CAMPBELL, AMOY, WILSON, NICKOLLS & CO., FOOCHOW, HEDD & CO., SHANGHAI, LANE, CRAWFORD & CO., and KELLY & WALKER, MONICA, C. HIRSHORN & CO., MESSO, L. A. DA GRADA.

## BANKS.

HONGKONG & SHANGHAI BANKING CORPORATION.

PAID-UP CAPITAL, \$5,000,000 Dollars. RESERVE FUND, \$600,000 Dollars.

COURT OF DIRECTORS.

Chairman—H. HOPFUS, Esq. Deputy Chairman—F. D. SASSEON, Esq. E. R. BELLIOS, Esq. WILHELM REINHOLD, Esq. W. H. FORBES, Esq. ED. TOSH, Esq. Hon. W. KESWICK, Esq. A. McIVER, Esq.

CHIEF MANAGER. Hongkong, THOMAS JACKSON, Esq. MANAGER. Shanghai, EWEN CAMERON, Esq. LONDON BANKERS.—London and County Bank.

HONGKONG. INTEREST ALLOWED.

ON Current Deposit Account at the rate of 1 per cent. per annum on the daily balance.

For Fixed Deposits.—For 3 months, 2 per cent. per annum. " 6 " 4 per cent. " " 12 " 5 per cent. " "

LOCAL BILLS DISCOUNTED. Credits granted on approved Securities, and every description of Banking and Exchange business transacted.

Drafts, granted on London, and the chief Commercial places in Europe, India, Australia, America, China and Japan.

T. JACKSON, Chief-Manager.

Offices of the Corporation. No. 1, Queen's Road East, Hongkong, August 16, 1877.

CHARTERED BANK OF INDIA, AUSTRALIA & CHINA.

CAPITAL, \$300,000. RESERVE FUND, \$210,000.

BANKERS. THE BANK OF ENGLAND. THE CITY BANK. THE NATIONAL BANK OF SCOTLAND.

THE BANK'S BRANCH IN HONG-KONG grants Drafts on London and the Chief Commercial places in Europe and the East; buys and receives for collection Bills of Exchange; and conducts all kinds of Banking and Exchange Business. Local Bills discounted, and Interest allowed on Current Accounts and on Deposits for fixed periods on terms which may be ascertained on application.

## INTIMATIONS.

### DENTAL NOTICE.

D. R. STOUT has RETURNED, and will be ready to receive Patients on MONDAY, the 24th Instant, until further notice, at his Rooms, Ground Floor, HOTEL UNIVERS, Office hours, 8 to 12 Noon and 2 to 4 p.m. Hongkong, September 22, 1877.

### DENTAL NOTICE.

D. R. ROGERS begs to inform his Patrons and the Public that he intends to visit AMOY and FOOCHOW in September and October, leaving HONG-KONG about the 15th of September. Hongkong, August 6, 1877.

### W. BAILL,

### CHINA DISPENSARY.

IMPORTER OF DRUGS, CHEMICALS, DRUGGISTS' SUNDRIES, TOILET REQUISITES, PATENT MEDICINES AND PERFUMES.

Prescriptions Dispensed with Carefulness and Prompt Attention.

PRAYA WEST, HONGKONG. Near the Canton Steamer's Wharf. Hongkong, July 13, 1877.

## INTIMATIONS.

G. FALCONER & CO., WATCH AND CHRONOMETER MANUFACTURERS, AND JEWELLERS. NAUTICAL INSTRUMENTS, CHARTS AND BOOKS.

46, Queen's Road, Central, Hongkong, August 20, 1877. fe20

THE CHINA FIRE INSURANCE COMPANY, LIMITED.

ADJUSTMENT OF BONUS FOR THE YEAR 1876.

SHAREHOLDERS in the above Company are requested to furnish the Undersigned with a List of their Contributions for the year ending 31st December last, in order that the proportion of the Net Profit to be reserved for Contributors may be arranged. Returns not rendered prior to the 31st October next will be adjusted by the Company, and no claims or alterations will be subsequently admitted.

JAS. B. COUGHTRIE, Secretary. Hongkong, August 1, 1877. no1

CANTON INSURANCE OFFICE.

NOTICE is hereby given that the Ordinary General MEETING of SHAREHOLDERS in the above Office, will be held at the Office of the Undersigned, No. 7, Queen's Road, on TUESDAY, the 9th Instant, at 8 p.m.

JARDINE, MATHESON & CO., General Agents, CANTON INSURANCE OFFICE. Hongkong, October 2, 1877. no9

HONGKONG FIRE INSURANCE COMPANY, LIMITED.

ADJUSTMENT OF BONUS FOR THE YEAR 1876.

SHAREHOLDERS in the above Company are requested to furnish the Undersigned with a List of their Contributions for the year ending 31st December last, in order that the distribution of Twenty per cent. (20 %) of the Net Profits reserved for Contributors may be arranged. Returns not rendered prior to the 31st October next will be adjusted by the Company, and no claims or alterations will be subsequently admitted.

JARDINE, MATHESON & CO., General Managers. Hongkong, August 1, 1877. no1

## NOTICE.

MR. A. HAHN begs leave to inform his numerous Patrons and the Public generally of Hongkong, that, by special request, he has now OPENED his ESTABLISHMENT in this Colony at WANCHAI in the Premises lately occupied by the American Consul.

Mr. HAHN intends to be favored with the continued Patronage of the public, as he has lately received a NEW STOCK of REPAIRING MATERIALS, all of the best qualities, from England, France and Germany. Inspection invited.

Hongkong, September 7, 1877. no7

PIANOS and any other Musical Instruments TUNED, REPAIRED, and RE-CONSTRUCTED.

PIANOS ON HIRE, by the Month or Occasionally.

PIANOS FOR SALE, New and Second Hand, all in perfectly Good Order, Guaranteed.

Special Attention is invited to a new Grand Cottage PIANO, by Liners and Böhner, Zeitz.—Just Received from Germany, and specially constructed for this climate to the order of the Undersigned.

Orders from any of the Cottages in the East, will meet with prompt attention if addressed.

Care of Messrs LANE, CRAWFORD & CO., or " Messrs GAFFE & CO.

A. HAHN. Hongkong, September 7, 1877.

## AFONG.

PHOTOGRAPHER, by appointment, to H. E. SIR ARTHUR KENNEDY, Governor of Hongkong.

and to H. L. H. THE GRAND DUKE ALEXIS OF RUSSIA.

Wyndham Street, formerly Athletic Club.

Has on hand the Largest and Best Collection of Views of China, Photographic Albums, Frames, Cases, etc. of almost every size. Mr. S. S. Moore, Revolving Standard, Armorial Monograms and Postage Stamp Albums, Runkle Leather, Velvet and carved-wood Albums, Case and Frames, nice Albums for Cabinet Portraits only. Portraits of the Generals of the present Russo-Turkish War, eminent British Statesmen, the two Chinese Ambassadors in Cabinet and Carte de Visite sizes, Coloured Portraits of English Ladies.

THE DEVOE MANUFACTURING CO., 20 Beaves and 127 Pearl Streets, Coloured Portraits of English Ladies.

Hongkong, August 26, 1877.

## INTIMATIONS.

CONDENSED EGGS.

THIS NEW ARTICLE, recently placed upon the Market, consists simply of fresh-laid HENS' EGGS, from which most of the water has been evaporated, and being hermetically sealed, remains perfectly sound.

The EGGS thus condensed are obtained in the Empire of China, and canned in the immediate vicinity in which they are produced, thereby avoiding the deterioration to which EGGS are subjected when transported in the shell. So that, in point of fact, the CONDENSED EGGS preserved under the patent of A. R. DAVIS, furnish to the consumer, EGGS possessing more perfectly the properties of fresh-laid EGGS than those ordinarily supplied to any city.

The CONDENSED EGGS will beat up into light froth as readily as EGGS taken immediately from the shell, and are equally valuable in making Cakes, Custards, Creams, Pasty, Pudding, Egg-Nog, &c. &c.

## ECONOMY.

For Hotels, and Restaurants, or for Families, or Vessels at sea, this Article is invaluable, as there is no loss from breakage or decay, and a tin will keep for any length of time after opening, being sealed only for transportation.

One Table-spoonful is equal to one Egg. Add equal amount of water (warm is preferable); dissolve it well; then use same as any Egg.

LAMMERT, ATKINSON & CO., Agents for Hongkong.

MUSTARD & CO., General Agents at Shanghai. no22

## NOTICE.

Estate of BERTHIA ATHERTON MITFORD, of Foochow, Deceased.

ALL PERSONS INDEBTED to the above Estate are requested to make immediate Payment to the Undersigned, and those Persons having Claims against it must send in Particulars, accompanied by the proper vouchers, before the 20th of October next.

CHAS. A. SINCLAIR, H. B. M. Consul, Foochow. H. M. Consulate, Foochow, 15th September, 1877. no12

THE HONGKONG HOTEL.

TENDERS are invited for a LEASE of the HONGKONG HOTEL, the present Five-year Lease expiring on the 31st August, 1872. SEALED TENDERS to be sent in on or before the 31st March, 1873, to the Secretary of the HONGKONG HOTEL COMPANY, LIMITED, who will supply any information required.

By Order of the Directors, LOUIS HAUSCHILD, Secretary.

Hongkong, September 15, 1877. no1

## NOTICE.

A. MILLAR & CO., PLUMBERS, and GAS FITTERS, Queen's Road East, HONGKONG.

September 15, 1877.

AH YON, SHIP'S COMPRADE AND STEVEDORE.

No. 57, Praya West. SHIPPING SUPPLIED WITH ALL KINDS OF COAL, WATER, BALLAST, FRESH PROVISIONS & OILMAN'S STORES.

Of the best quality and at the shortest notice.

Hongkong, May 1, 1876.

DEVOE'S BRILLIANT OIL.

RELIABLE, ECONOMICAL,

SAFE!!

DESIRING to benefit by the world-wide reputation of our Oil, certain parties have attempted to imitate our pack-ages. Suits at law have been instituted against the MAKERS AND PURCHASERS of these imitations. Buyers should be careful to see that the words "DEVOE'S BRILLIANT" are stencilled on the cases, and the words "DEVOE MFG CO. PATENTS" are stamped on the top of the case.

THE DEVOE MANUFACTURING CO., 20 Beaves and 127 Pearl Streets, Coloured Portraits of English Ladies.

Hongkong, August 26, 1877.

## FOR SALE.

LAMMERT, ATKINSON & CO.

HAVE FOR SALE,

EX-STEAMERS

"YORKSHIRE," "MADAGASCAR,"

"CITY OF TOKIO," &c. &c.

1877.

NEW SEASON'S (May) BUTTER.

The First Shipment of Busch & Co.'s

Celebrated Cowbrand DANISH BUTTER.

In Tins of 1 lb. each, 60 Cents per lb.

In Tins of 2 lb. each, 55 Cents per lb.

In Tins of 4 lb. each, 50 Cents per lb.

1877.

FRESH supplies of Cross & BLACKWELL'S

OILMANS' STORES, and American

FAMILY MESS' STORES.—As per their

JULY PRICED LIST.

(All Stores sold by L. A. & Co. are of the

Very Best Quality.)

Chappell & Co.'s New and Popular

MUSIC and SONGS.

Very Superior CHINA BLANKETS,

1/24 and 1/44.

CHINA KNEE BOOTS.

Dawson's Best London-made GENTLE-

MEN'S BOOTS.

HORSE BLANKETS,

Central and Pipe-line CARTRIDGE

CASES.

GUN-WEAVER, PERCUSSION CAPS.

BILLIARD TABLE CLOTHS.

## Intimations.

Volume Sixth of the  
"CHINA REVIEW."

No. I.—VOL. VI.  
—OF THE—

"CHINA REVIEW"  
CONTAINS—

Chinese Studies and Official Interpretation  
in the Colony of Hongkong.  
Constitutional Law of the Chinese Empire.  
The Tang Hou Chi, A Modern Chinese  
Novel.

A Chinese Primer.  
The Law of Inheritance.

Short Notices of New Books and Literary  
Intelligence.

Notes and Queries—

Chinese Marriages.

Studies in Words.

The Educational Curriculum of the  
Chinese.

Restoration of the Old Sounds of the  
Chinese Language.

Notes on Chinese Grammar.

Chinese Sinologists.

Assyria and China.

The Word "Swallow."

Corrigendae—Chinese Studies and Official  
Interpretation in the Colony of Hong-

kong.

China Mail Office,  
Hongkong, September 1, 1877.

K WONG HING CHEUNG & Co.,  
COAL MERCHANTS,

Have always on hand for Sale every  
description of COAL at Moderate Prices.

Mr ARXON has been appointed Manager,  
and all Orders addressed to him at 37,  
Praya, or to Mr FAY JACK, at 30, Hing  
Lung Street, will receive immediate attention.

Hongkong, March 19, 1877.

NOW READY.

A CHINESE DICTIONARY IN THE  
CANTONESE DIALECT. Part I.,  
pp. 1 to K, with Introduction. Royal 8vo.,  
pp. 202.—By ERNEST JOHN EITEL, Ph.D.,  
Tübingen.

Price: TWO DOLLARS AND A HALF.

To be had from MESSRS LANE, CRAWFORD  
& CO., Hongkong and Shanghai; and MESSRS  
KELLY & WALK, Shanghai.

Hongkong, February 5, 1877.

## To-day's Advertisements.

IN THE GOODS OF  
JAMES SMITH FERRIES,  
Deceased.

NOTICE is hereby given that all Creditors and other Persons, having any CLAIMS or DEMANDS upon or against the Estate of JAMES SMITH FERRIES, late Master of the S. S. "ZELANDIA," who died at Sea on Board the said Vessel, on the 8th day of February 1877, and whose Will was duly proved, and Letters of Administration, with the Will annexed, of whose personal Estate were duly granted to JOHN FAIRBAIRN, of No. 27 Queen's Road, in the Colony of Hongkong, by the Supreme Court of Hongkong, in its Probate Jurisdiction, on the 22nd day of September 1877, are hereby required to send in writing the particulars of their Claims or Demands to the said JOHN FAIRBAIRN at his address aforesaid, or to the undersigned WILLIAM HENRY BRERETON, the Solicitor of the said JOHN FAIRBAIRN, at the Office of the said WILLIAM HENRY BRERETON, 29 Queen's Road, Hongkong, or before the 15th day of January 1878.

And notice is hereby given that at the expiration of the last-mentioned day, the said JOHN FAIRBAIRN will proceed to distribute the Assets of the said JAMES SMITH FERRIES amongst the parties entitled thereto, having regard to the Claims of which the said JOHN FAIRBAIRN has then had notice; and that the said JOHN FAIRBAIRN will not be liable for the Assets or any part thereof, so distributed, to any person of whose Claim the said JOHN FAIRBAIRN has not had notice at the time of the distribution.

Dated this 3rd day of October, 1877.

WM. H. BRERETON,  
Solicitor for the said JOHN FAIRBAIRN.

1877.

FOR COOKTOWN AND SYDNEY.  
(Taking Carga at through rates for all  
Australian and New Zealand Ports.)

The Steamship

"OCEAN"

will load as above, and be  
despatched on or about the

1st of November.

For Freight or Passage, apply to

JARDINE, MATHESON & CO.,  
Agents.

Hongkong, October 4, 1877.

1877.

Not Responsible for Debts.

Neither the Captain, the Agents, nor  
Owners will be Responsible for any  
Debt contracted by the Officers or Crew  
of the following Vessel, during their stay  
in Hongkong Harbour:

ASSEMBLY, British barque, Capt. Nicoll.

VISCONT MACDUFF, British 3-m. sch'ner,

Capt. Wm. Wright—Borneo Co., Limited.

CASTERON, American ship; Captain W.

Lull—Siemens & Co.

WOODVILLE, British barque, Captain

Nielson—Wm. Pustau & Co.

ARMSTRONG, British barque, Captain G.

Cunningham—Wiesler & Co.

CONFINE, British barque, Capt. Robert

SON—Wiesler & Co.

RAJAHATTIYUHAN, British s'r., Captain

Hopkins—Yuen Fat Hong.

CILVERUM, British ship, Captain E.

Streubury—Wiesler & Co.

MELUSINE, German barque, Captain Th.

Pfleider—Melders & Co.

DARTMOUTH, British barque, Captain

Robertson—Order.

## To-day's Advertisements.

THEATRE ROYAL,  
CITY HALL,  
HONGKONG.

POSITIVELY FOUR NIGHTS ONLY.  
COMMENCING  
THURSDAY,  
October 11th, 1877.

THE FAMOUS ROYAL  
ILLUSIONISTS,  
From ENGLAND'S HOME OF MYSTERY, the  
EGYPTIAN HALL, LONDON; where their un-  
paralleled Entertainments were presented  
nightly to crowded audiences for over two  
years.

LING LOOK, KELLAR,

YAMADEVA,  
In their unique and STARTLING  
WONDERS.

Their profoundly

MYSTERIOUS SEANCES

have been given in the presence  
of the Crowned heads and Nobility  
of EUROPE and before Vast and Intel-  
ligent Assemblages throughout the  
civilized world, astonishing and  
confounding the wisest of  
all Countries.

PROGRAMME:

PART I.  
"AN HOUR IN DREAMLAND WITH  
KELLAR."

Intermission of Ten Minutes.

PART II.  
"THE WONDERFUL CABINET  
SEANCE"—KELLAR, assisted by  
LING LOOK.

PART III.  
YAMADEVA IN HIS BEAUTIFUL ACT,  
Entitled

"THE MAN SERPENT."

Intermission of Ten Minutes.

PART IV.  
"LA CENA INFERNAL," by the inimit-  
able LING LOOK.

Intermission of Ten Minutes.

For MANILA.

The Steamship

"ESMERALDA"

Capt. TARRAUD, will be de-  
spatched for the above Port  
on SUNDAY, the 7th instant, at 10 a.m.

For Freight or Passage, apply to

A. MAC. HEATON,  
Agent.

Hongkong, October 4, 1877.

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SHIPPING.

ARRIVALS.

Oct. 3. Johanne, German barque, 528.

H. W. HERKINS, Cebu Sept. 28, Belfast—  
Wm. PUSTAU & Co.

Oct. 4. Nuevo Constante, Spanish brig,  
217. T. Uhart, Leguanico, Timber.

REMEDIOS & Co.

Oct. 4, AMY, British steamer, from  
Canton.

Oct. 4, Brisbane, British steamer, 891.

W. Ellis, Sydney Sept. 5, via Moreton Bay,

Rockhampton, Townsville, Cooktown 15,

and Singapore 29, Mails and General.

GIB, LIVINGSTON & Co.

Oct. 4, China, German steamer, 648.

Ackermann, Shanghai Sept. 30, 4 p.m.,

General—SIEMSEN & Co.

DEPARTURES.

Oct. 4, Bartha, for Whampoa.

4. Viscount McDuff, for Haiphong.

4. Otrava, for Guan.

4. Sun Kee, for a cruise.

4. Northampton, for Singapore.

4. Titan, for Guan.

4. Egeria, for Shanghai.

CLEARED.

St. Anna, for Haiphong.

Rajahattiyuh, for Bangkok.

PASSENGERS.

ARRIVED.

Per Brisbane, from Sydney, &c., Messrs

A. H. Wylie, J. Graham, J. McGibbon,

and J. S. Taylor, 2 Europeans, and 408

Chinese.

Per China, from Shanghai, Dr. Bradley,

Mr Robert Bredon, and 19 Chinese.

DEPARTED.

Per Egeria, for Shanghai, Mr and Mrs

Von Melleford.

Per Viscount McDuff, for Saigon, 2

Chinese.

TO DEPART.

Per Rajahattiyuh, for Bangkok, 448

Chinese.

SHIPPING REPORTS.

The German barque Johanne reports

Calms among the Islands, since then N.E.

and Easterly winds after passing Luton.

The German steamer China reports

Moderate northerly winds and fine weather

throughout. At 2 p.m. yesterday (3rd)

passed O. & O. & S. S. S. bound North

10 miles East of Lemmoc Island.

The British steamer Brisbane reports

Left Metropolitan Wharf, Sydney, at 1.15

p.m. on 5th September, passed the Com-

pany's steamer Normandy bound for Sydney

at 10.30 p.m. same date. 7th, 9.6.10 p.m.

arrived in Moreton Bay, 8th, at 3 a.m.  
passed the Company's steamer Power,  
11th, at 2 p.m. arrived at Rockhampton;  
12th, at 4.10 a.m. arrived at Townsville, 13th;  
at 8 a.m. arrived at Cooktown, 15th; at 6  
a.m. left Somerset, 22nd, passed the Com-  
pany's steamer Somerset at 11.10 a.m. of  
Tambor, 26th, at 5.30 p.m. arrived at Singa-  
pore fine and clear throughout, 27th,  
at 10 p.m. left Singapore. 29th, at 5 p.m.  
signalled barque (Official number Q.K.F.T.)  
12 days from Hongkong bound for London,  
all well. 4th Oct., arrived in Hongkong,  
having experienced light N.E. wind and  
equally weather throughout.

## Charters Effected.

The following charters have been effected  
during the last ten days:

British bark Woodville, 714, hence to  
London, private.

American ship Henry S. Sanford, 1150,

hence to New York, private.

German bark Bertha, 442, hence to  
Hamburg, private.

British ship Banfan, 760, Amoy to New  
York, private.

## THE CHINA MAIL.

business at Wan-chi, were summoned at the instance of Mr. Adolph Emile Meyer, of the firm of Meyer & Co., for carrying on a noisy trade to the annoyance of the neighbours, and contrary to Ord. 10 of 1872 Sec. VI.

Mr. Arthur Chart appeared on behalf of Messrs Inglin and Mr. Emanuel on behalf of Messrs Spratt & Co.

Mr. Meyer stated that Messrs Inglin had put a steamer alongside the praya on the 19th or 20th Sept. opposite his premises, and they are riveting plates. This has been going on since the 2nd September from 7 a.m. till noon, and from 1 till 5 p.m. The noise is almost unbearable, the steamer being quite empty. There are about 15 or 20 men hammering at one time continuously. Complainant said the stern of the steamer was not more than 20 yards distant from his front verandah. He had made this complaint because it interfered with the comfort of his family, the continuous hammering making the people in the house quite nervous. He had written to Messrs Inglin, asking them if they could not remove the steamer to the end of the pier, as he did not wish to put them to any inconvenience; they replied that it was inconvenient for them to remove it.

Inspector McKinney, sworn, said he received a letter from Mr. Meyer complaining of the nuisance and he went to Praya East on the 27th or 28th September and heard the noise. He considered it a nuisance and asked the defendants if they had special permission from the Governor to carry on this work, and the reply received was to the effect that the work had been going on for years. They further stated that a complaint had already been lodged against them in the Police Court a number of years ago.

Mr. Chart said he believed they had received special permission from the Government to carry on such work; he thought he could find written permission to that effect.

Mr. Russell remarked that he was sure Mr. Meyer had no desire to interfere with another man's business, but he (Mr. Russell) certainly thought that the noises complained of were a nuisance. He did not think it was ever contemplated that the defendants should carry on such work alongside the Praya. He hoped however that they could arrange the matter amicably, as this would be the most sensible plan. He would adjourn the case till to-morrow for that purpose and should be glad to be able to cancel the summons. The summons against Messrs Spratt would be adjourned likewise.

Mr. Chart said he should probably apply for a summons against Messrs Meyer, as they were continually running tracks across the road causing his firm much annoyance, but he had never complained about it.

Mr. Russell said he could see plainly there was a little bad blood between the parties; he thought they would be wise to settle the matter out of Court; if the case came before him, he would have to put the law in force, and probably send it to the Supreme Court, thus occasioning heavy expense on both parties. He could plainly see that there existed the elements of a big fight.

Mr. Meyer remarked that he would not mind the expense; he could have put up with the one nuisance, but he had the shop of Messrs Inglin on the one side and Messrs Spratt's on the other and the steamer in front; he was as it were between three fires.

Mr. Russell reminded Mr. Meyer that this state of affairs existed long before he took his premises. The case was then adjourned till 10 o'clock to-morrow.

## A REFRAC'TORY CONVICT.

Wong A-ching, a prisoner in Victoria Gaol, was brought up for malicious injury to Government property. The prisoner was under sentence in Gaol for destroying a tree at Wong-ki-ki-choeng; he was fined \$1 or in default to be imprisoned for four days from the 2nd, and would be out to-morrow morning. Yesterday he was reported to Mr. Corcoran, Acting Warden, for having torn up his prison uniform. Mr. Corcoran believed that the jacket was torn for the purpose of enabling the prisoner to roll the clothes more tightly round his person. The prisoner said the jacket was torn partly before, and he tore it more so as to wrap himself up better. The Magistrate ordered the prisoner to be imprisoned for 7 days with hard labour, to begin from the expiry of his original sentence.

## DISORDINARY CONDUCT.

John McLean, seaman, boarding at the Sailors' Home, was charged by Mr. Schuster, the steward, with making noise in the Home and refusing to go to bed. He came home drunk. Fined \$2 or 10 days' hard labour, this being his third offence.

## BUBBISH.

Chen Asing, a contractor, was summoned by Inspector McKinney, with causing a nuisance by depositing a quantity of building rubble on the Cricket Ground. Fined \$5.

## A NUISANCE—“PICKLES.”

Ow Akwong, shopkeeper, No. 53 Queen's Road Central, was summoned by Inspector McKinney with carrying on an offensive trade, viz., that of preparing pickles which emitted a bad smell to the annoyance of the neighbours. The defendant was summoned at the instance of the gentlemen employed at the Chartered Bank of India, Australia and China, whose premises were separated from the defendant's by a narrow street.

When the case was first heard, on the 27th ultimo, Inspector McKinney said he found a strong disagreeable smell proceeding from the defendant's house. There was a number of men transferring what seemed to be a kind of pickled water-leaf root and some sort of cabbages from tub to tub. On the roof there was a lot of tubs in which various things were allowed to ferment, such as shrimps, etc. Witness considered the preparation of these things on the premises as unwholesome and deleterious to health. He went into the bank and the smell was felt in the office, although a quantity of carbolic acid powder was spread on the door. Mr. David Grant stated that there was a bad odour emitted from No. 53 during the whole summer. He had complained to Dr. Ayres about this, and believed the smell to arise from decomposing vegetable matter. One morning they were removing some things which caused such a stench that they were unable to remain in the office. The case was then adjourned till this day, to see how far the defendant would abate the nuisance. Inspector McKinney reported that the cause of the smell had been removed. The defendant, on his promising never to offend again, was discharged.

## LARCENY.

Tang Hing On, a coolie, was committed for trial on a charge of stealing a 50 cents

from the person of Mahomed Judd, a fireman belonging to the *Burnees*. The defendant was only discharged the other day for attempting to steal a ruby ring from the fingers of the same complainant. On the present occasion the charge was conclusively proved, as the note was found on his person. He was also identified as having been in gaol before.

## ALLEGED LARCENY.

Li Ayan, the master of a silk shop, again appeared to answer the charge of stealing a shiny glass from the steamer *Kuikiang*. The complainant and his witness were cross-examined by Mr. Denny. Mr. Frederick Harrold produced the engineer's log showing the time at which the steamer arrived on the 8th September, the date at which the defendant alleged that the witness Chun Ashui went to his shop to steal the pair of silk trousers. The case was further remanded till to-morrow; the Magistrate intimated that he would commit it for trial, unless the defendant could prove otherwise, as though the value of the property said to have been stolen was not much the issue was important.

## SUPREME COURT.

IN SUMMARY JURISDICTION.

Before His Honor Mr. Justice SNOWDEN.

October 4th, 1877.

Vogel, Hagedorn & Co. v. Siemssen & Co.

\$100.

This case was remanded to-day.

Mr. Giltzow, a partner in the firm of Messrs Siemssen & Co., was called. He was present when Mr. Carl Vogel came to the office and spoke to Mr. Hoppius about shipping the 250 tons and the 600 tons of sugar.

Mr. Hoppius told Mr. Vogel that he could not promise definitely with reference to future shipments, but he could have as much as might arrive. This was on the 18th June. Witness had no doubt whatever on his mind as to the nature of the contract made. On the 1st August Mr. Vogel came to speak about the shipment of the sugar. Witness told him that he need not trouble himself so much about it, that it was a bona fide transaction on the part of Siemssen & Co., that if they got the sugar, he would get the freight, if not, he would not. Mr. Vogel did not raise any objection whatever then. This was the only conversation he had with Mr. Vogel about this matter, but he had often seen him in the office. That was all witness' individual knowledge of the affair.

Cross-examined.—Witness heard Mr. C. Vogel say that he had to shut out some cargo, and that was the reason he gave for being unable to take the 250 tons sugar unless he got the balance of the sugar.

He did not hear him say that with the balance and the 250 tons cargo shut out, another ship could be chartered. The defendants were in grave doubt of getting the sugar from Ho-hiow even before the receipt of the 250 tons on the 18th June. Mr. Vogel left witness with the impression that he would take the 250 tons on the defendants' promise to ship with him what sugar might come forward. It was an inconvenience to the defendants to get the 250 tons shipped. Witness would swear that was not true. He often came to enquire when sugar was expected.

Re-examined.—Mr. C. Vogel left the impression on the witness' mind that he would take the sugar on the terms mentioned, because witness thought it was a very good thing for him. Besides when freight was engaged through a broker, it was unusual for the principal to call, unless he was very anxious for the engagement.

A Juror asked whether, as a business man, Mr. Giltzow would not think that the memo. of Messrs Vogel, that they had booked them with 500 tons sugar by a following vessel, should have been replied to.

Witness said it would have been better if it had been replied to; it would have prevented all this trouble. The witness did not read the memo. in the same light as the plaintiffs. If the whole quantity of sugar had come in time, it would have gone in the *Hannah Law*.

Mr. Hayler then summed the case for the defence. He thought the whole question turned on the interpretation to be put on the first letter of Messrs Vogel, Hagedorn & Co.

There would be very little difficulty in showing that there had been a distinct and definite understanding come to as to the nature of the agreement. The freight of 250 tons at \$2.10 a ton was a very good piece of business, and the plaintiffs appeared anxious to secure it. Then why should they require further consideration to accept it? The learned counsel urged that it was not necessary for him to show that Mr. C. Vogel's version of the agreement was not true, as, being on the defence, it was for the plaintiffs to show that what Messrs Hoppius and Giltzow had said was not true. The question that had to be decided was whether both parties had ever come together and entered into that distinct and clear understanding of each other as to leave no doubt as to the nature of the contract.

The Hon. the Attorney General then replied. He did not impute anything to the honour of Mr. Hoppius, but he thought he might have been mistaken in the same way as any other man would have done. He submitted that the probability was that Mr. Hoppius had no doubt whatever when he made the contract with Mr. Vogel that the sugar would be forthcoming, and that it was only when 61 tons were received that he had some doubts. The learned Attorney General then referred to the great advantage to the defendants to have the 250 tons shipped in the *Hannah Law*, and on the great inconvenience to the plaintiffs who had to shut out 250 tons of their own cargo, and it would not be worth the trouble to take that quantity alone. The fact that no reply was sent to the plaintiff's letter was an iniquity in their terms, and it was as much an iniquity of the terms as if the defendants had written to say so. If the defendants had replied that they would not accept them, the plaintiffs would have recalled the three shipping bills sent to the defendants, and would have refused to take the 250 tons. Referring to this letter, he said the agreement was that 600 tons beyond the 250 tons had been booked, that is, the defendants had engaged to ship that quantity; and in law, no amount of parole evidence could vary a written agreement. If no such agreement as described in the letter was intended Mr. Hoppius would have at once replied to it, but he did not do so, and the plaintiffs proceeded to set off that understanding. As to the legal points raised, the learned Attorney General contended that there was certainty as to time and quantity in the agreement. As to quantity there were 560 tons and 600 tons mentioned, and as to time, the sugar was to go in the *Hannah Law* and the following vessel. As to the weight of materiality, there was great credit due to him for the

was ample proof of it; the plaintiff had bound themselves to charter another vessel and could be compelled to do so, or in case the sugar had come down and the plaintiff refused to ship it, they would have been liable to an action.

In summing the case to the Jury, His Lordship observed that for Messrs Siemssen & Co. not to reply to a memo. containing the terms of an agreement which were very different to their view of them, was certainly most extraordinary. After reading through the whole evidence, his Lordship said the question was whether the nature of the contract was as that embodied in the plaintiff's letter of the 18th June, and His Lordship remarked that Messrs Siemssen & Co. in not replying to those notes must be taken to have acquiesced in them.

The Jury returned a verdict for the plaintiff with damages at \$250. Costs to follow verdict.

## News from the Straits.

(*Straits Times*).—We learn that the want of silver coins lately put in the colony is likely to be supplied within a short time. The Acting Treasurer ordered 40,000, and 20,000 of these are expected by the *Bentley*, due in another week or so, namely 8,000 twenty cent pieces, 10,000 ten cent pieces, and 2,000 five cent pieces.

The United States steam corvette *Kavassey*, Capt. McNair, from Hongkong, with date to the 17th anchored in the roads on the 25th Sept., en route to New York via the Suez Canal. The *Kavassey* is the vessel that fought and sank the Confederate cruiser *Alabama* off Cherbourg during the great American civil war. She was then commanded by Captain Winslow since dead.

Possibly many of our readers will remember the *Alabama*'s visit to this port, and why she dodged the U. S. steamer *Wyoming*, commanded by Captain Meadouglas and burnt the *Marten*, Captain Pike, of Malacca.

This year of grace, 1877, is turning out a very unfortunate one for Insurance Companies all over the world, from the frequency of fire and the heavy losses they

incurred. Witness had no doubt whatever on his mind as to the nature of the contract made. On the 1st August Mr. Vogel came to speak about the shipment of the sugar. Witness told him that he need not trouble himself so much about it, that it was a bona fide transaction on the part of Siemssen & Co., that if they got the sugar, he would get the freight, if not, he would not. Mr. Vogel did not raise any objection whatever then. This was the only conversation he had with Mr. Vogel about this matter, but he had often seen him in the office. That was all witness' individual knowledge of the affair.

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As to the legal points raised, the learned Attorney General contended that there was certainty as to time and quantity in the agreement. As to quantity there were 560 tons and 600 tons mentioned, and as to time, the sugar was to go in the *Hannah Law* and the following vessel.

As to the weight of materiality, there was great credit due to him for the

energy he displayed, and the methods he adopted for effecting temporary repairs to the steamer.

Since the enquiry commenced, the Assistant Admiralty Surveyor, Lieut. Conner, has found the position of the rock to be one decimal four miles south of Pine Islets.

Sept. 11.—The population of the colony on the 30th June was one hundred and ninety-eight thousand, being an increase of eleven thousand for the past six months.

Cooktown, Aug. 31.—The Customs revenue of the port during the past fortnight amounts to £7,400, and for the month £10,300, principally derived from the Chinese trade.

Sydney, Aug. 15.—It is reported on good authority that Boyd is willing to visit Sydney for the purpose of rowing Trickett for the championship of the world, if he is allowed £300 for expenses, and Trickett lays £1,500 to £1,000.

Advices from Samoa state that the rumor of annexation of the islands by America is untrue.

Sydney, Sept. 1.—The Chinese at the Palmer River are proving dangerous to travellers in that locality, and seem to have organized a system of robbery something like that adopted by the Continental brigands.

A Mr. Wilson was making his annual weekly trips with gold from Stony Creek to Maytown, when he nearly fell into a Mongolian ambuscade. Shots were exchanged, but Mr. Wilson succeeded in escaping without injury, and with 150 oz. of gold and \$2,000 cash which he had in his possession.

The South Australian Government have accepted the offer of the Netherlands-India Steam Navigation Company to run a steamer between Port Darwin and Banjowangie, in the event of an interruption to the cable; the steamer to be ready in eight days after the notification of such a mishap.

Naws has been received of the loss, within the last few days, of no less than four vessels on the coast of New Zealand, viz., the ship *Queen Bee*, the barque *Robina Dunlop*, the schooner *Boho*, and the steamer *Lionel*, the latter with all hands, and in view of numbers of people who were unable to render any assistance.

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Mails.

## INSURANCES.

THE CHINA FIRE INSURANCE COMPANY, LIMITED.

HEAD OFFICE—HONGKONG.

GENOCLES at all the Treaty Ports of China and Japan, and at Singapore, Saigon and Penang.

Risks accepted, and Policies of Insurance granted at the rates of Premium current at the above mentioned Ports.

NO CHARGE FOR POLICY FEE.

JAS. B. COUGHLIN, Secretary.

Hongkong, November 1, 1877.

LANCASHIRE INSURANCE COMPANY.

(FIRE AND LIFE.)

CAPITAL—TWO MILLION STEERLING.

THE Undersigned are prepared to grant

POLICIES against the Risk of FIRE on

Buildings, or on Goods stored therein, or

Coals in Matches, or Goods on board

Vessels and on Hulls of Vessels in Harbour,

at the usual Terms and Conditions.

Proposals for Life Assurances will be re-

ceived, and transmitted to the Directors

for their decision.

If required, protection will be granted on

first class Lives up to £1000 on a Single

Life.

Few Rates of Premiums, forms of pro-

posals or any other information, apply to

ARNHOLD, KARBERG &amp; CO.

Agents Hongkong &amp; Canton.

Hongkong, January 4, 1877.

THROUGH TO NEW YORK, VIA

OVERLAND RAILWAYS, AND TOUCHING

AT YOKOHAMA, AND SAN FRANCISCO.

THE U. S. Mail Steamer CITY OF

PEKING will be despatched for San

Francisco, via Yokohama, on WEDNES-

DAY, the 24th Instant, 1877, at 12 o'clock

Noon, taking Passengers, and Freight, for

Japan, the United States, and Europe.

Through Passengers Tickets and Bills

of Lading are issued for transportation to

Yokohama and other Japan Ports, to San

Francisco, to ports in Mexico, Central and

South America, and to New York and

Europe via OVERLAND RAILWAYS.

A Steamer of the Mikao Bishi S. S. Com-

pany will leave Shanghai, via the Inland Seas

Ports, about same date, and make close

connection at Yokohama.

At New York, Passengers have selection

of various lines of Steamers to England,

France and Germany.

Freight will be received on board until

4 p.m., 13th Instant. Parcel Packages

will be received at the office until 6 p.m.

same day; all Parcel Packages should be

marked to address in full; value of same

is required.

Consular Invoices to accompany Overland

Cargo should be sent to the Company's

Offices in Sealed Envelopes, addressed to the

Collector of Customs at San Francisco.

For security's sake, Shippers of Overland

Cargo are requested to endorse on the

Envelopes the Marks and Nos. of Packages

Shipped, to correspond with those in their

Bills of Lading.

For further information as to Passage

and Freight, apply to the Agency of the

Company, No. 9, Praya Central.

RUSSELL &amp; CO., Agents.

Hongkong, October 4, 1877.

cc4

NORTH BRITISH &amp; MERCANTILE

INSURANCE COMPANY.

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CAPITAL £2,000,000.

THE Undersigned Agents at Hongkong

for the above Company, are prepared

to grant Policies against FIRE, to the

extent of £10,000 on any Building, or

Merchandise, in the same, at the

usual Rates, subject to a discount of 20

per cent.

GILMAN &amp; CO., Agents.

Hongkong, July 6, 1877.

THE LONDON ASSURANCE.

INCORPORATED BY ROYAL CHARTER

OF

His Majesty King George, The First,

A. D. 1720.

THE Undersigned having been appointed

Agents for the above Corporation are

prepared to grant Insurances as follows—

Marine Department.

Policies at current rates payable either

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of India, China and Australia.

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Policies issued for sums not exceeding

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HOLLIDAY, WISE &amp; CO.

Hongkong, July 6, 1877.

INSURANCES.

SHEONG ON FIRE INSURANCE

COMPANY, LIMITED.

CAPITAL ONE MILLION DOLLARS.

Directors.

KWOK ACHONG, Merchant.

PANG YIM, Merchant.

HO SAM, of Hop Yik Chan, Merchant.

Loo Yee, of the Yee Oh Hong, Merchant.

LEE SING, of Lai Hing Firm, Merchant.

CHENG SING YEW, Merchant.

CHOW CHAN, Merchant.

Manager—HO AMEL.

POLICIES against FIRE granted on

Buildings, and on Goods stored

therein at CURRENT RATES, subject to

Discount of 20% on the Premium.

OFFICE, 48, Nathan Strand.

Hongkong, August 28, 1877.

cc2

HOLLIDAY, WISE &amp; CO.

Hongkong, October 14, 1877.

CHINA MAIL OFFICE.

CHINA MAIL.

THE CHINA REVIEW.

THE widely-expressed regret at the dis-

continuance of Notes &amp; Queries on

China and Japan, has induced the publishers

of this journal to issue a publication

similar in object and style, but slightly

modified in certain details.

THE CHINA REVIEW, or—Notes and

Querries on the Far East, is issued in

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about 60 octavo pages, occasionally

illustrated with Lithographs, photographs,

woodcuts, &amp;c., should the papers published

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